

# **EXHIBIT A**

ENDORSED  
FILED  
ALAMEDA COUNTY

DEC 14 2018

SUE PESKO

Jessica M. Dean, Esq. (CSB No. 260598)  
Benjamin H. Adams, Esq. (CSB No. 272909)  
**DEAN, OMAR & BRANHAM, LLP**  
302 N. Market Street, Suite 300  
Dallas, Texas 75202  
Telephone: (214) 722-5990  
Facsimile: (214) 722-5991  
[jdean@dobllp.com](mailto:jdean@dobllp.com)  
[badams@dobllp.com](mailto:badams@dobllp.com)

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA**

THOMAS H. TOY, SR. and AGNES TOY,

Plaintiffs,

vs.

**HONEYWELL INTERNATIONAL INC.,**  
f/k/a ALLIED-PRODUCTS LIABILITY  
SIGNAL, INC., sued as successor-in-interest to  
BENDIX CORPORATION;  
**AIR & LIQUID SYSTEMS**  
**CORPORATION,**  
individually and as successor-in- interest to  
BUFFALO PUMPS, INC.;  
**ALFA LAVAL INC.;**  
**ARMSTRONG INTERNATIONAL, INC.;**  
**AURORA PUMP COMPANY;**  
**BLACKMER PUMP COMPANY;**  
**BORGWARNER MORSE TEC LLC,**  
as successor-by- merger to BORG-WARNER  
CORPORATION;  
**BW/IP, INC.,**  
individually and as successor-in-interest to  
BYRON JACKSON PUMPS;  
**CARRIER CORPORATION;**  
**CBS CORPORATION,**  
a Delaware corporation, f/k/a VIACOM, INC.,  
successor-by-merger to CBS CORPORATION, a  
Pennsylvania corporation, f/k/a  
WESTINGHOUSE ELECTRIC

Case No.: **RG18932350**

**COMPLAINT FOR PERSONAL  
INJURY AND LOSS OF  
CONSORTIUM**

**JURY TRIAL DEMANDED**

[COMPLEX ASBESTOS LITIGATION -  
SUBJECT TO THE GENERAL ORDERS  
CONTAINED IN FILE NO. C 700000]

1. NEGLIGENCE;
2. BREACH OF IMPLIED WARRANTY
3. STRICT LIABILITY;
4. NEGLIGENCE – CLUTCH & BRAKE ASSEMBLIES, MECHANISMS & COMPONENTS;
5. STRICT LIABILITY – CLUTCH & BRAKE ASSEMBLIES, MECHANISMS & COMPONENTS;
6. FRAUD & CONCEALMENT;
7. CONSPIRACY TO DEFRAUD AND FAILURE TO WARN
8. LOSS OF CONSORTIUM

CORPORATION and also as successor-in-  
 interest to B. F. STURTEVANT COMPANY;  
**CLA-VAL CO.;**  
**COPESE-VULCAN, INC.;**  
**DEZURIK, INC.,**  
 individually and successor-in-interest to COPESE-  
**VULCAN, INC.;**  
**CRANE CO.;**  
**DANA COMPANIES, LLC;**  
**FLOWERVE US, INC.;**  
**FORD MOTOR COMPANY;**  
**FRYER-KNOWLES, INC.;**  
**GENERAL ELECTRIC COMPANY;**  
**GENUINE PARTS COMPANY,**  
 d/b/a RAYLOC, a/k/a NAPA;  
**THE GOODYEAR TIRE & RUBBER**  
**COMPANY;**  
**GRINNELL LLC,**  
 d/b/a GRINNELL CORPORATION;  
**HENNESSY INDUSTRIES, LLC,**  
 f/k/a HENNESSY INDUSTRIES, INC.;;  
**HILL BROTHERS CHEMICAL**  
**COMPANY;**  
**IMO INDUSTRIES INC.;**  
**INGERSOLL-RAND COMPANY;**  
**ITT LLC,**  
 f/k/a ITT CORPORATION, ITT INDUSTRIES  
 INC., ITT FLUID PRODUCTS CORP.,  
 HOFFMAN SPECIALTY MFG. CORP., BELL  
 and GOSSETT COMPANY and ITT  
 MARLOW;  
**M. SLAYEN AND ASSOCIATES, INC.;**  
**METALCLAD INSULATION LLC,**  
 f/k/a METALCLAD INSULATION  
 CORPORATION, individually and as successor-  
 in-interest to METALCLAD INSULATION  
 COMPANY, INC.;;  
**METROPOLITAN LIFE INSURANCE**  
**COMPANY,** a wholly-owned subsidiary of  
 METLIFE INC.;;  
**NATIONAL AUTOMOTIVE PARTS**  
**ASSOCIATION,** a/k/a NAPA;  
**PARKER-HANNIFIN CORPORATION;**  
**PNEUMO ABEX, LLC,**  
 successor-in-interest to ABEX  
 CORPORATION;

**SB DECKING, INC.;**  
**SMOTHERS PARTS INTERNATIONAL,**  
**INC., d/b/a SMOTHERS AUTO PARTS &**  
**PERFORMANCE ACCESSORIES;**  
**STANDARD MOTOR PRODUCTS, INC.,**  
 individually and as successor-in-interest to EIS  
**AUTOMOTIVE;**  
**THOMAS DEE ENGINEERING CO., INC.;**  
**VELAN VALVE CORP.;**  
**VIAD CORP,**  
 f/k/a THE DIAL CORPORATION, individually  
 and as successor to GRISCOM-RUSSELL  
**COMPANY;**  
**VIKING PUMP, INC.;**  
**WARREN PUMPS LLC;**  
**WEIR VALVES & CONTROLS USA, INC.,**  
 individually and as successor-in-interest to  
**ATWOOD & MORRILL CO., INC.;**  
**WESTERN AUTO SUPPLY COMPANY,**  
 a wholly-owned subsidiary of ADVANCE  
**AUTO PARTS INC.;**  
**THE WILLIAM POWELL COMPANY; and**  
**FIRST DOE through SIX-HUNDRED DOE,**  
**INCLUSIVE.**

Defendants

Plaintiffs THOMAS H. TOY, SR. and AGNES TOY complain of defendants, and each of them, and allege:

#### **GENERAL ALLEGATIONS**

1. The true names and capacities, whether individual, corporate, associate, governmental or otherwise, of defendants FIRST DOE through SIX-HUNDREDTH DOE, inclusive, are unknown to plaintiffs at this time, whom plaintiffs therefore sue by such fictitious names. When the true names and capacities of said defendants have been ascertained, plaintiffs will amend this complaint accordingly. Plaintiffs are informed and believe, and thereon allege, that each defendant designated herein as a DOE is responsible, negligently or in some other

1 actionable manner, for the events and happenings hereinafter referred to, and caused injuries and  
2 damages proximately thereby to the plaintiffs, as hereinafter alleged.

3       2. At all times herein mentioned, each of the defendants, except as otherwise  
4 alleged, was the agent, servant, employee and/or joint venture of its co-defendant, and each of  
5 them, and at all said times, each defendant was acting in the full course and scope of said agency,  
6 service, employment and/or joint venture. Certain defendants agreed and conspired among  
7 themselves, and with certain other individuals and/or entities, to act, or not to act, in such a  
8 manner that resulted in injury to the plaintiff THOMAS H. TOY, SR.; and such defendants, as  
9 co-conspirators, are liable for the acts, or failures to act, of the other conspiring defendants.

10       3. At all times herein mentioned, each of the defendants was the successor,  
11 successor-in-business, successor-in-product line or a portion thereof, assign, predecessor,  
12 predecessor-in-business, predecessor-in-product line or a portion thereof, parent, subsidiary,  
13 alter ego, agent and/or fiduciary wholly or partially owned by, or the whole or partial owner of  
14 or member in an entity researching, studying, manufacturing, fabricating, designing, labeling,  
15 assembling, distributing, leasing, buying, offering for sale, selling, inspecting, servicing,  
16 installing, contracting for installation, repairing, marketing, warranting, rebranding,  
17 manufacturing for others, packaging and advertising a certain substance, the generic name of  
18 which is asbestos, and other products containing asbestos. Said entities shall hereinafter  
19 collectively be called "alternate entities". Each of the herein named defendants are liable for the  
20 tortious conduct of each successor, successor-in-business, successor-in-product line or a portion  
21 thereof, assign, predecessor, predecessor-in-business, predecessor-in-product line or a portion  
22 thereof, parent, subsidiary, whole or partial owner, or wholly or partially owned entity, or entity  
23 that it was a member of, or funded, that researched, studied, manufactured, fabricated, designed,  
24 labeled or failed to label, assembled, distributed, leased, bought, offered for sale, sold, inspected,  
25 serviced, installed, contracted for installation, repaired, marketed, warranted, rebranded,  
26 manufactured for others and advertised a certain substance, the generic name of which is  
27  
28

asbestos, and other products containing asbestos. The following defendants, and each of them, are liable for the acts of each and every "alternate entity", and each of them, in that there has been a virtual destruction of plaintiffs' remedy against each such "alternate entity"; defendants have acquired the assets, product line, or a portion thereof, of each such "alternate entity"; defendants and each of them, caused the destruction of plaintiff's remedy against each such "alternate entity"; each such defendant has the ability to assume the risk spreading role of each such "alternate entity"; and that each such defendants enjoys the goodwill originally attached to each such "alternate entity".

**DEFENDANT****ALTERNATE ENTITY**

AIR & LIQUID SYSTEMS CORPORATION	BUFFALO PUMPS, INC.
BORGWARNER MORSE TEC LLC	BORG-WARNER CORPORATION
CBS CORPORATION, a Delaware corporation	VIACOM, INC.; CBS CORPORATION, a Pennsylvania corporation; WESTINGHOUSE ELECTRIC CORPORATION; and B. F. STURTEVANT COMPANY
DEZURIK, INC.	COPE-S-VULCAN, INC.
GENUINE PARTS COMPANY	RAYLOC; and NAPA
GRINNELL LLC	GRINNELL CORPORATION
HENNESSY INDUSTRIES, LLC	HENNESSY INDUSTRIES, INC.
HONEYWELL INTERNATIONAL, INC.	ALLIED SIGNAL, INC.; and BENDIX CORPORATION
ITT LLC	ITT CORPORATION; ITT INDUSTRIES INC.; ITT FLUID PRODUCTS CORP.; HOFFMAN SPECIALTY MFG. CORP.; BELL AND GOSSETT COMPANY; and ITT MARLOW

METALCLAD INSULATION LLC	METALCLAD INSULATION CORPORATION; and METALCLAD INSULATION COMPANY, INC.
METROPOLITAN LIFE INSURANCE COMPANY	METLIFE INC.
NATIONAL AUTOMOTIVE PARTS ASSOCIATION	NAPA
PNEUMO ABEX, LLC	ABEX CORPORATION
SMOTHERS PARTS INTERNATIONAL, INC.	SMOTHERS AUTO PARTS & PERFORMANCE ACCESSORIES
STANDARD MOTOR PRODUCTS, INC.	EIS AUTOMOTIVE
VIAD CORP	THE DIAL CORPORATION; and GRISCOM-RUSSELL COMPANY
WEIR VALVES & CONTROLS USA, INC.	ATWOOD & MORRILL CO., INC.
WESTERN AUTO SUPPLY COMPANY	ADVANCE AUTO PARTS INC.

4. Plaintiffs are informed and believe, and allege, that at all times herein mentioned defendants, including the FIRST DOE through SIX-HUNDREDTH DOE, inclusive, were and are corporations organized and existing under and by virtue of the laws of the State of California, or the laws of some other state or foreign jurisdiction, and each of them, were and are authorized to do and are doing business in the State of California, that said defendants have regularly conducted business in the County of Alameda, State of California, and that certain of said defendants presently designate and have at pertinent times designated the County of Alameda as their principal place of doing business within the State of California.

5. Plaintiffs are informed and believe, and allege that Plaintiff THOMAS H. TOY, SR. was exposed to asbestos during the course of his life in the manner and during the time periods set forth below:

From approximately 1953 to 1962, Plaintiff THOMAS H. TOY, SR. served in the United States Army. During and throughout these years, Plaintiff was trained as a

1 wheel mechanic and assigned as a mechanic to motor pool repair while stationed in  
2 Germany where he worked on all types of vehicles performing maintenance and repairs  
3 including brakes and clutches. Plaintiff also worked on the wire team while stationed in  
4 Korea and was the Wire Team Chief when he returned to the U.S. His team would lay  
5 telephone wire and cables for telephone communications. As a result, Plaintiff was  
6 exposed to asbestos and asbestos-containing products.

7 Plaintiff THOMAS H. TOY, SR. was employed as a civil service employee of  
8 the U. S. Government in the State of California from approximately 1962 to 1990.  
9 During and throughout these years, Plaintiff worked in the following capacities:  
10

11 A. From approximately 1962 to 1974, Plaintiff worked as a marine  
12 machinist aboard ships, submarines and air craft carriers performing activities in  
13 ship building and/or ship repair at several locations including but not limited to  
14 Hunters Point Naval Shipyard and Mare Island Naval Shipyard. As a result,  
15 Plaintiff was exposed to asbestos and asbestos-containing products.

16 B. From approximately 1974 to 1980, Plaintiff worked as a  
17 maintenance machinist performing activities in building operation, maintenance  
18 and repair to HVAC, pumps, valves, condensate in the mechanical room and other  
19 equipment at Treasure Island Naval Shipyard. As a result, Plaintiff was exposed  
20 to asbestos and asbestos-containing products.

21 C. From approximately 1980 to 1990, Plaintiff worked as a  
22 planner/estimator performing activities of buying materials for projects and  
23 visiting on-site locations including but not limited to: Hamilton Air Force Base,  
24 Alameda Naval Air Station and the Naval Hospital in Oak Knoll while working  
25  
26  
27  
28



1 at the Navy Public Works Center in San Francisco. As a result, Plaintiff was  
2 exposed to asbestos and asbestos-containing products.

3 Plaintiff THOMAS H. TOY, SR., during various times throughout his life,  
4 worked on building, repairing and remodeling his own homes. Plaintiff worked in non-  
5 occupational capacities performing home construction, repairs and remodeling involving  
6 asbestos-containing products throughout the 1960s through 1990s. As a result, Plaintiff  
7 was exposed to asbestos and asbestos-containing products.

8 6. Plaintiffs allege herein that Plaintiff THOMAS H. TOY, SR. developed  
9 malignant mesothelioma as a result of exposure to asbestos from defendants' asbestos dust, fibers  
10 and/or particles, asbestos-containing products and/or products designed to be used in association  
11 with asbestos products ("Defendants' Products"), including: **HONEYWELL**  
12 **INTERNATIONAL INC.**, f/k/a **ALLIED-PRODUCTS LIABILITY SIGNAL, INC.**, sued as  
13 successor-in-interest to **BENDIX CORPORATION** (as a supplier of asbestos-containing Bendix  
14 brakes); **AIR & LIQUID SYSTEMS CORPORATION**, individually and as successor-in-  
15 interest to **BUFFALO PUMPS, INC.** (as a supplier of asbestos-containing Buffalo pumps);  
16 **ALFA LAVAL INC.** (as a supplier of asbestos-containing DeLaval purifiers); **ARMSTRONG**  
17 **INTERNATIONAL, INC.** (as a supplier of asbestos-containing Armstrong steam traps and  
18 strainers); **AURORA PUMP COMPANY** (as a supplier of asbestos-containing Aurora pumps);  
19 **BLACKMER PUMP COMPANY** (as a supplier of asbestos-containing Blackmer pumps);  
20 **BORGWARNER MORSE TEC LLC**, as successor-by- merger to **BORG-WARNER**  
21 **CORPORATION** (as a supplier of asbestos-containing BorgWarner clutches); **BW/IP, INC.**,  
22 individually and as successor-in-interest to **BYRON JACKSON PUMPS** (as a supplier of  
23 asbestos-containing Byron Jackson pumps); **CARRIER CORPORATION** (as a supplier of  
24  
25  
26  
27  
28

1 asbestos-containing Carrier air compressors and chillers); **CBS CORPORATION**, a Delaware  
 2 corporation, f/k/a **VIACOM, INC.**, successor-by-merger to **CBS CORPORATION**, a  
 3 Pennsylvania corporation, f/k/a **WESTINGHOUSE ELECTRIC CORPORATION** and also as  
 4 successor-in-interest to **B. F. STURTEVANT COMPANY** (as a supplier of asbestos-containing  
 5 **B. F. Sturtevant** forced-draft blowers and turbines, and **Westinghouse** blowers, emergency  
 6 generators, ship service generators and turbines); **CLA-VAL CO.** (as a supplier of asbestos-  
 7 containing **CLA-VAL** valves); **COPEES-VULCAN, INC.** (as a supplier of asbestos-containing  
 8 **Vulcan** blowers and valves); **DEZURIK, INC.**, individually and successor-in-interest to  
 9 **COPEES-VULCAN, INC.** (as a supplier of asbestos-containing **Vulcan** blowers and valves);  
 10 **CRANE CO.** (as a supplier of asbestos-containing **Crane** feed tanks, pumps and valves;  
 11 **Chapman** valves; and **Cranite** gaskets); **DANA COMPANIES, LLC** (as a supplier of asbestos-  
 12 containing **Victor** gaskets); **FLOWSERVE US, INC.** (as a supplier of asbestos-containing  
 13 **Edward** valves); **FORD MOTOR COMPANY** (as a supplier of asbestos-containing friction  
 14 products); **FRYER-KNOWLES, INC.** (as a supplier of asbestos-containing decking and  
 15 flooring products); **GENERAL ELECTRIC COMPANY** (as a supplier of asbestos-containing  
 16 turbines, ship's service generators and electrical panels); **GENUINE PARTS COMPANY**,  
 17 d/b/a **RAYLOC**, a/k/a **NAPA** (as a supplier of asbestos-containing friction products); **THE**  
 18 **GOODYEAR TIRE & RUBBER COMPANY** (as a supplier of asbestos-containing gaskets  
 19 and packing); **GRINNELL LLC**, d/b/a **GRINNELL CORPORATION** (as a supplier of  
 20 asbestos-containing **Grinnell** boilers, heaters and valves); **HENNESSY INDUSTRIES, LLC**,  
 21 f/k/a **HENNESSY INDUSTRIES, INC.** (as a supplier of **Ammco Arc** grinds and asbestos-  
 22 containing grinders); **HILL BROTHERS CHEMICAL COMPANY** (as a supplier of asbestos-  
 23 containing fiber); **IMO INDUSTRIES INC.** (as a supplier of asbestos-containing **DeLaval**  
 24  
 25  
 26  
 27  
 28

pumps and turbines, and CH Wheeler air ejectors); **INGERSOLL-RAND COMPANY** (as a  
 supplier of asbestos-containing Ingersoll-Rand compressors and pumps); **ITT LLC**, f/k/a **ITT**  
**CORPORATION**, **ITT INDUSTRIES INC.**, **ITT FLUID PRODUCTS CORP.**, **HOFFMAN**  
**SPECIALTY MFG. CORP.**, **BELL and GOSSETT COMPANY** and **ITT MARLOW** (as a  
 supplier of asbestos-containing Bell and Gossett pumps and valves); **M. SLAYEN AND**  
**ASSOCIATES, INC.** (as a contractor of asbestos-containing insulation products);  
**METALCLAD INSULATION LLC**, f/k/a **METALCLAD INSULATION CORPORATION**,  
 individually and as successor-in-interest to **METALCLAD INSULATION COMPANY, INC.**  
 (as a contractor of asbestos-containing insulation products); **METROPOLITAN LIFE**  
**INSURANCE COMPANY**, a wholly-owned subsidiary of **METLIFE INC.** (as a conspiracy  
 defendant); **NATIONAL AUTOMOTIVE PARTS ASSOCIATION**, a/k/a **NAPA** (as a  
 supplier of asbestos-containing automotive parts); **PARKER-HANNIFIN CORPORATION**  
 (as a supplier of asbestos-containing EIS brakes); **PNEUMO ABEX, LLC**, successor-in-interest  
 to **ABEX CORPORATION** (as a supplier of asbestos-containing friction products); **SB**  
**DECKING, INC.** (as a supplier of asbestos-containing decking products); **SMOTHERS**  
**PARTS INTERNATIONAL, INC.**, d/b/a **SMOTHERS AUTO PARTS & PERFORMANCE**  
**ACCESSORIES** (as a supplier of asbestos-containing automotive products); **STANDARD**  
**MOTOR PRODUCTS, INC.**, individually and as successor-in-interest to **EIS AUTOMOTIVE**  
 (as a supplier of asbestos-containing EIS brakes); **THOMAS DEE ENGINEERING CO., INC.**  
 (as a contractor for asbestos-containing boilers); **VELAN VALVE CORP.** (as a supplier of  
 asbestos-containing Velan valves and steam traps); **VIAD CORP**, f/k/a **THE DIAL**  
**CORPORATION**, individually and as successor to **GRISCOM-RUSSELL COMPANY** (as a  
 supplier of asbestos-containing Griscom-Russell distilling plants and fuel oil heaters); **VIKING**

1 PUMP, INC. (as a supplier of asbestos-containing Viking pumps); **WARREN PUMPS LLC**  
 2 (as a supplier of asbestos-containing Warren pumps); **WEIR VALVES & CONTROLS USA,**  
 3 **INC.**, individually and as successor-in-interest to **ATWOOD & MORRILL CO., INC.** (as a  
 4 supplier of asbestos-containing Atwood & Morrill valves); **WESTERN AUTO SUPPLY**  
 5 **COMPANY**, a wholly-owned subsidiary of **ADVANCE AUTO PARTS INC.** (as a supplier of  
 6 asbestos-containing automotive parts); and **THE WILLIAM POWELL COMPANY** (as a  
 7 supplier of asbestos-containing Powell valves).

8 **FIRST CAUSE OF ACTION**

9 **NEGLIGENCE**

10 **[AGAINST ALL PRODUCT DEFENDANTS]**

11 For a First Cause of Action, Plaintiffs complain of **PRODUCT DEFENDANTS**, and each  
 12 of them, and for a cause of action for negligence (personal injuries) and allege:

13 7. Plaintiffs re-allege and incorporate herein by reference, as though fully set forth  
 14 herein, each of the preceding paragraphs herein.

15 8. Plaintiffs complaint of defendants **HONEYWELL INTERNATIONAL INC.**,  
 16 f/k/a **ALLIED-PRODUCTS LIABILITY SIGNAL, INC.**, sued as successor-in-interest to  
 17 **BENDIX CORPORATION**; **AIR & LIQUID SYSTEMS CORPORATION**, individually and  
 18 as successor-in- interest to **BUFFALO PUMPS, INC.**; **ALFA LAVAL INC.**; **ARMSTRONG**  
 19 **INTERNATIONAL, INC.**; **AURORA PUMP COMPANY**; **BLACKMER PUMP**  
 20 **COMPANY**; **BORGWARNER MORSE TEC LLC**, as successor-by- merger to **BORG-**  
 21 **WARNER CORPORATION**; **BW/IP, INC.**, individually and as successor-in-interest to  
 22 **BYRON JACKSON PUMPS**; **CARRIER CORPORATION**; **CBS CORPORATION**, a  
 23 Delaware corporation, f/k/a **VIACOM, INC.**, successor-by-merger to **CBS CORPORATION**, a  
 24  
 25  
 26  
 27  
 28

1 Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION and also as  
 2 successor-in-interest to B. F. STURTEVANT COMPANY; **CLA-VAL CO.; COPES-**  
 3 **VULCAN, INC.; DEZURIK, INC.**, individually and successor-in-interest to COPES-  
 4 **VULCAN, INC.; CRANE CO.; DANA COMPANIES, LLC; FLOWSERVE US, INC.;**  
 5 **FORD MOTOR COMPANY; FRYER-KNOWLES, INC.; GENERAL ELECTRIC**  
 6 **COMPANY; GENUINE PARTS COMPANY, d/b/a RAYLOC, a/k/a NAPA; THE**  
 7 **GOODYEAR TIRE & RUBBER COMPANY; GRINNELL LLC, d/b/a GRINNELL**  
 8 **CORPORATION; HENNESSY INDUSTRIES, LLC, f/k/a HENNESSY INDUSTRIES, INC.;**  
 9 **HILL BROTHERS CHEMICAL COMPANY; IMO INDUSTRIES INC.; INGERSOLL-**  
 10 **RAND COMPANY; ITT LLC, f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT**  
 11 **FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL and GOSSETT**  
 12 **COMPANY and ITT MARLOW; M. SLAYEN AND ASSOCIATES, INC.; METALCLAD**  
 13 **INSULATION LLC, f/k/a METALCLAD INSULATION CORPORATION, individually and**  
 14 **as successor-in-interest to METALCLAD INSULATION COMPANY, INC.; NATIONAL**  
 15 **AUTOMOTIVE PARTS ASSOCIATION, a/k/a NAPA; PARKER-HANNIFIN**  
 16 **CORPORATION; PNEUMO ABEX, LLC, successor-in-interest to ABEX CORPORATION;**  
 17 **SB DECKING, INC.; SMOTHERS PARTS INTERNATIONAL, INC., d/b/a SMOTHERS**  
 18 **AUTO PARTS & PERFORMANCE ACCESSORIES; STANDARD MOTOR PRODUCTS,**  
 19 **INC., individually and as successor-in-interest to EIS AUTOMOTIVE; THOMAS DEE**  
 20 **ENGINEERING CO., INC.; VELAN VALVE CORP.; VIAD CORP, f/k/a THE DIAL**  
 21 **CORPORATION, individually and as successor to GRISCOM-RUSSELL COMPANY;**  
 22 **VIKING PUMP, INC.; WARREN PUMPS LLC; WEIR VALVES & CONTROLS USA,**  
 23 **INC., individually and as successor-in-interest to ATWOOD & MORRILL CO., INC.;**  
 24  
 25  
 26  
 27  
 28

1 **WESTERN AUTO SUPPLY COMPANY**, a wholly-owned subsidiary of **ADVANCE AUTO**  
2 **PARTS INC.**; **THE WILLIAM POWELL COMPANY**; and **FIRST DOE** through **ONE-**  
3 **HUNDREDTH DOE** (where the **FIFTH-FIRST DOE** through **ONE-HUNDREDTH DOE** are  
4 the officers, directors principals and managers of **FIRST DOE** through **FIFTIETH DOE**,  
5 inclusive, whom directed and ratified the conduct, acts and omissions of the same) (hereinafter  
6 and throughout, collectively, "**PRODUCT DEFENDANTS**").

7       9. Plaintiffs are informed and believe, and thereon allege that at all times herein  
8 mentioned, that **PRODUCT DEFENDANTS**, and each of them, were and are corporations  
9 organized and existing under and by virtue of the laws of the State of California, or the laws of  
10 some other state or foreign jurisdiction, and that said defendants, including **PRODUCT**  
11 **DEFENDANTS**, and each of them, were and are authorized to do and are doing business in the  
12 State of California, that said defendants have regularly conducted business in the County of  
13 Alameda, State of California, and that certain of said defendants presently designate and have at  
14 pertinent times have designated the County of Alameda as their principal place of doing business  
15 within the State of California.

17       10. At all times herein mentioned, each of the defendants was the successor,  
18 successor-in-business, successor-in-product line or a portion thereof, assign, predecessor,  
19 predecessor-in-business, predecessor-in-product line or a portion thereof, parent, subsidiary,  
20 alter ego, agent and/or fiduciary wholly or partially owned by, or the whole or partial owner of  
21 or member in an entity researching, studying, manufacturing, fabricating, designing, labeling,  
22 assembling, distributing, leasing, buying, offering for sale, selling, inspecting, servicing,  
23 installing, contracting for installation, repairing, marketing, warranting, rebranding,  
24 manufacturing for others, packaging and advertising a certain substance, the generic name of  
25  
26  
27  
28

1 which is asbestos, talc contaminated with asbestos and asbestiform minerals and other products  
 2 containing asbestos. Said entities shall hereinafter collectively be called "alternate entities".  
 3 Each of the herein named defendants are liable for the tortious conduct of each successor,  
 4 successor-in-business, successor-in-product line or a portion thereof, assign, predecessor,  
 5 predecessor-in-business, predecessor-in-product line or a portion thereof, parent, subsidiary,  
 6 whole or partial owner, or wholly or partially owned entity, or entity that it was a member of, or  
 7 funded, that researched, studied, manufactured, fabricated, designed, labeled or failed to label,  
 8 assembled, distributed, leased, bought, offered for sale, sold, inspected, serviced, installed,  
 9 contracted for installation, repaired, marketed, warranted, rebranded, manufactured for others  
 10 and advertised a certain substance, the generic name of which is asbestos, and other products  
 11 containing asbestos. The PRODUCT DEFENDANTS, and each of them, are liable for the acts  
 12 of each and every "alternate entity", and each of them, in that there has been a virtual destruction  
 13 of plaintiffs' remedy against each such "alternate entity"; defendants, including PRODUCT  
 14 DEFENDANTS, and each of them, have acquired the assets, product line, or a portion thereof,  
 15 of each such "alternate entity"; defendants, including PRODUCT DEFENDANTS, and each of  
 16 them, caused the destruction of plaintiffs' remedy against each such "alternate entity"; each such  
 17 defendant has the ability to assume the risk spreading role of each such "alternate entity"; and  
 18 that each such enjoys the goodwill originally attached to each such "alternate entity".  
 19  
 20

21 11. At all times herein mentioned, defendants DOE 150 through DOE 200 were  
 22 Officers and Directors of named defendants herein as DOE 1 through DOE 149.

23 12. At all times herein mentioned, defendants, including PRODUCT  
 24 DEFENDANTS, and each of them, were and are engaged in the business of researching,  
 25 manufacturing, fabricating, designing, labeling, assembling, distributing, leasing, buying,  
 26  
 27  
 28

1 offering for sale, selling, supplying, inspecting, servicing, installing, contracting for installation,  
2 repairing, removing, demolishing, marketing, warranting, rebranding, manufacturing for others,  
3 packaging and advertising a certain substance, the generic name of which is asbestos, talc  
4 contaminated with asbestos and asbestiform minerals and other products containing asbestos.

5 13. At all times herein mentioned, defendants, including PRODUCT  
6 DEFENDANTS, and each of them, singularly and jointly, negligently and unreasonably  
7 researched, manufactured, fabricated, designed, tested or failed to test, warned or failed to warn,  
8 labeled or failed to label, assembled, distributed, leased, bought, offered for sale, sold, supplied,  
9 inspected, serviced, installed, contracted for installation, contracting for fabrication, repaired,  
10 removed and/or demolished, marketed, warranted, rebranded, manufactured for others, packaged  
11 and advertised, a certain substance, the generic name of which is asbestos, talc contaminated  
12 with asbestos and asbestiform minerals and other products containing asbestos, in that said  
13 substance proximately caused personal injuries to users, consumers, workers, bystanders and  
14 others, including the Plaintiff THOMAS H. TOY, SR. herein, (hereinafter collectively called  
15 "exposed persons"), while being used in a manner that was reasonably foreseeable, thereby  
16 rendering said substances unsafe and dangerous for use by "exposed persons".  
17

18 14. Defendants, and each of them, knew, or through the exercise of ordinary care  
19 should have known, that exposure to asbestos is, and at all times relevant herein has been  
20 associated with terminal and incurable diseases which have caused and continue to cause death.  
21 Defendants, including PRODUCT DEFENDANTS, and each of them, had a non-delegable and  
22 continuing post-sale duty to exercise due care in the pursuance of the activities set forth above,  
23 yet defendants, including PRODUCT DEFENDANTS, and each of them, breached said duty of  
24 due care.  
25  
26  
27  
28



1           15. Plaintiff THOMAS H. TOY, SR. in a manner that was reasonably foreseeable to  
2 defendants, including PRODUCT DEFENDANTS, used, handled, disturbed, or was a bystander  
3 to the use, handling and disturbance of, or was otherwise exposed to, asbestos and asbestos-  
4 containing products for which defendants, including PRODUCT DEFENDANTS, were, are and  
5 remain liable and legally responsible., including, but not limited to, through PRODUCT  
6 DEFENDANTS' design, manufacture, use, supply, distribution, specification, sale or other use  
7 of the same.

8           16. Plaintiff THOMAS H. TOY, SR. was exposed to asbestos during the course of  
9 his life in the manner and during the time periods set out in Paragraph 5, *supra*. Plaintiff  
10 THOMAS H. TOY, SR., in a manner that was reasonably foreseeable, used, handled, disturbed,  
11 or was a bystander to the use, handling and disturbance of, or otherwise was exposed to asbestos  
12 and asbestos-containing products for which defendants, including PRODUCT DEFENDANTS,  
13 were, are and remain liable and legally responsible. Plaintiff's exposure to these defendants',  
14 including PRODUCT DEFENDANTS', asbestos, talc contaminated with asbestos and  
15 asbestiform minerals and asbestos-containing products which occurred at various locations and  
16 times, including within the State of California and County of Alameda.

17           17. Plaintiff THOMAS H. TOY, SR.'s disability within the meaning of CCP §340.2  
18 either has yet to occur or occurred less than a year before the filing of this complaint.

19           18. As a direct and proximate result of the conduct of the defendants, including  
20 PRODUCT DEFENDANTS and each of them, as aforesaid, plaintiff THOMAS H. TOY, SR.  
21 plaintiff's exposure to defendants' asbestos fibers, defendants' asbestos-containing products and  
22 asbestos-containing materials required or recommended to be used on or with defendants'  
23 products caused severe and permanent injury to the plaintiff, including but not limited to  
24  
25  
26  
27  
28

1 breathing difficulties, mesothelioma and/or other asbestos-related lung disease/damage, and  
2 ultimately death.

3 19. Plaintiffs are informed and believe, and thereon allege, that the injuries and harm  
4 from asbestos hereinabove described from which Plaintiff THOMAS H. TOY, SR. suffers are  
5 and have been caused by inhalation of asbestos fibers without perceptible trauma, and that said  
6 disease results from Plaintiff THOMAS H. TOY, SR.'s exposure to asbestos and asbestos-  
7 containing products over a period of time.

8 20. Plaintiff THOMAS H. TOY, SR. suffers from a condition related to exposure to  
9 asbestos and asbestos-containing products. Plaintiff was not aware at the time of exposure that  
10 asbestos or asbestos-containing products presented any risk of injury and/or disease. The  
11 asbestos fibers and asbestos-containing products of each named defendant and each DOE  
12 defendant, including, but not limited to, PRODUCT DEFENDANTS were a substantial factor  
13 in contributing to, and in causing, injury to plaintiff as set forth herein.  
14

15 21. Plaintiff THOMAS H. TOY, SR. further alleges his injuries are a result of  
16 cumulative exposure to asbestos and various asbestos containing products manufactured,  
17 fabricated, inadequately researched, designed, inadequately tested, labeled or failed to label,  
18 assembled, distributed, leased, bought, offered for sale, sold, inspected, serviced, installed,  
19 contracted for installation, repaired, marketed, warranted, rebranded, manufactured for others,  
20 packaged and advertised by the aforementioned defendants, including PRODUCT  
21 DEFENDANTS, their "alternate entities", and each of them and that plaintiff cannot identify  
22 precisely which asbestos or asbestos containing product(s) caused the injuries complained of  
23 herein, rather that they each and all during the course of plaintiff's work and use caused  
24  
25  
26  
27  
28

1 plaintiff's asbestos exposure which contributed to increase the risk of his developing his asbestos  
2 illness described hereinabove, and that they did in fact do so.

3 22. And as a further direct and legal result it was necessary for Plaintiff THOMAS  
4 H. TOY, SR. to retain the services of physicians, hospitals, hospice, and other health care  
5 professionals to diagnose, treat, and provide palliative care for him from when he first  
6 experienced symptoms related to his asbestos-caused conditions until the end of his life.  
7 Plaintiffs do not yet know the full extent of treatment rendered to plaintiff THOMAS H. TOY,  
8 SR. nor the reasonable value of medical services rendered to plaintiff THOMAS H. TOY, SR.  
9 herein and therefore requests leave to amend this complaint when that sum is determined.  
10

11 23. As a direct and legal result of the conduct of the defendants, and each of them,  
12 and of plaintiff THOMAS H. TOY, SR.'s diagnosis of mesothelioma, plaintiff was unable to  
13 follow his normal or any gainful occupation for certain periods of time preceding his diagnosis.  
14 Plaintiffs incurred, and will incur, loss of income, wages, profits and commissions, a  
15 diminishment of earning potential, and other pecuniary losses, the full nature and extent of which  
16 are not yet known to plaintiffs; and leave is requested to amend this complaint to conform to  
17 proof at the time of trial.  
18

19 24. As a further direct and legal result of the conduct of the defendants, and each of  
20 them, plaintiff AGNES TOY sustained the loss of plaintiff THOMAS H. TOY, SR.'s love,  
21 companionship, comfort, care, assistance, protection, affection, society, support, teaching and  
22 tutelage, all to plaintiffs' damage in an amount of at least \$50,000, in addition to special damages  
23 herein alleged.  
24  
25  
26  
27  
28

1           25.    The asbestos and asbestos-containing products of PRODUCT DEFENDANTS,  
2 and each of them, were a substantial factor in contributing to, and in causing, injury to plaintiff  
3 THOMAS H. TOY, SR., as set forth herein.

4           26.    On or before 1930, and thereafter, said defendants, including PRODUCT  
5 DEFENDANTS, their "alternate entities" and each of them, were aware that members of the  
6 general public and other "exposed persons", who would come in contact with asbestos and  
7 asbestos containing products, had no knowledge or information indicating that asbestos or  
8 asbestos containing products could cause injury, and said defendants, including PRODUCT  
9 DEFENDANTS, their "alternate entities", and each of them, knew that members of the general  
10 public and other "exposed persons", who came in contact with asbestos and asbestos containing  
11 products, would assume, and in fact did assume, that exposure to asbestos and asbestos  
12 containing products was safe, when in fact said exposure was extremely hazardous to health and  
13 human life.  
14

15           27.    With said knowledge, said defendants, including PRODUCT DEFENDANTS,  
16 their "alternate entities", and each of them, opted to research, manufacture, mine, ship, fabricate,  
17 design, label, assemble, distribute, lease, buy, offer for sale, inspect, service, install, contract for  
18 installation, repair, market, warrant, rebrand, manufacture for others, package and advertise said  
19 asbestos and asbestos containing products without attempting to protect "exposed persons"  
20 from or warn "exposed persons" of, the high risk of injury or death resulting from exposure to  
21 asbestos and asbestos containing products. Rather than attempting to protect "exposed persons"  
22 from, or warn "exposed persons" of, the high risk of injury or death resulting from exposure to  
23 asbestos and asbestos containing products, defendants, their "alternate entities", and each of  
24 them, intentionally failed to reveal their knowledge of said risk, and consciously and actively  
25  
26  
27  
28

1 concealed and suppressed said knowledge from "exposed persons" and members of the general  
2 public, thus impliedly representing to "exposed persons" and members of the general public that  
3 asbestos and asbestos containing products were safe for all reasonably foreseeable uses.  
4 Defendants, their "alternate entities", and each of them, engaged in this conduct and made these  
5 implied representations with the knowledge of the falsity of said implied representations.

6 28. The above referenced conduct of said defendants, including PRODUCT  
7 DEFENDANTS, their "alternate entities", and each of them, was motivated by the financial  
8 interest of said defendants, including PRODUCT DEFENDANTS, their "alternate entities", and  
9 each of them, in the continuing, uninterrupted research, manufacture, fabrication, design,  
10 labeling, assembly, design, distribution, lease, purchase, sale, offer for sale, inspection,  
11 installation, contracting for installation, repair, marketing, warranting, rebranding,  
12 manufacturing for others, packaging and advertising of asbestos and asbestos containing  
13 products. In pursuance of said financial motivation, said defendants, including PRODUCT  
14 DEFENDANTS, their "alternate entities", and each of them, consciously disregarded the safety  
15 of "exposed persons" and were in fact consciously willing and intended to permit asbestos and  
16 asbestos containing products to cause injury to "exposed persons" and induced persons to work  
17 with and be exposed thereto, including plaintiff THOMAS H. TOY, SR.  
18

19 29. In researching, mining, shipping, manufacturing, fabricating, designing, testing  
20 or failing to test, warning or failing to warn, labeling, assembling, distributing, leasing, buying,  
21 offering for sale, selling, inspecting, servicing, installing, contracting for installation, repairing,  
22 marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos  
23 and asbestos containing products, defendants, their "alternate entities", and each of them, did so  
24 with conscious disregard for the safety of "exposed persons" who came in contact with said  
25  
26  
27  
28

1 asbestos and asbestos containing products, in that said defendants, including PRODUCT  
2 DEFENDANTS, their "alternate entities", and each of them, had prior knowledge that there was  
3 a substantial risk of injury or death resulting from exposure to asbestos or asbestos containing  
4 products, including, but not limited to, mesothelioma, cancer and other progressive lung disease  
5 (including, but not limited to, asbestosis, scarring, plaques and/or calcifications). Said  
6 knowledge was obtained, in part, from scientific studies performed by, at the request of, or with  
7 the assistance of, said defendants, including PRODUCT DEFENDANTS, their "alternate  
8 entities", and each of them, and which knowledge was obtained by said defendants, including  
9 PRODUCT DEFENDANTS, their "alternate entities", and each of them on or before 1930, and  
10 thereafter.  
11

12 30. Plaintiff THOMAS H. TOY, SR. relied upon defendants', their "alternate entities"  
13 and each of their representations, lack of warnings, and implied warranties of fitness of asbestos  
14 and their asbestos containing products. As a direct, foreseeable and proximate result thereof,  
15 plaintiff has been injured permanently as alleged herein.

16 31. Defendants, their "alternate entities, and each of them, and their officers, directors  
17 and managing agents participated in, authorized, expressly and impliedly ratified, and had full  
18 knowledge of, or should have known of, each of the acts set forth herein.  
19

20 32. Defendants, and each of them, are liable for the fraudulent, oppressive, and  
21 malicious acts of their "alternate entities", and each of them, and each defendants' officers,  
22 directors and managing agents participated in, authorized, expressly and impliedly ratified, and  
23 had full knowledge of, or should have known of, the acts of each of their "alternate entities" as  
24 set forth herein.  
25  
26  
27  
28

33. The above referenced conduct of said defendants, including PRODUCT DEFENDANTS, their "alternate entities", and each of them, was and is willful, despicable, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of "exposed persons". Plaintiffs, for the sake of example and by way of punishing said defendants, seek punitive damages according to proof.

WHEREFORE, Plaintiffs pray judgment as hereinafter set forth.

## **SECOND CAUSE OF ACTION**

### **BREACH OF IMPLIED WARRANTY**

#### **[AGAINST ALL PRODUCT DEFENDANTS]**

For a Second Cause of Action, Plaintiffs complain of PRODUCT DEFENDANTS, and each of them, and allege:

34. Plaintiffs re-allege and incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs herein.

35. The PRODUCT DEFENDANTS, and each of them, marketed, sold, supplied, delivered or otherwise distributed to plaintiff THOMAS H. TOY, SR., or to another purchaser or user who subsequently sold, supplied, delivered or otherwise distributed to plaintiff, or to others working in close proximity to plaintiff, the above-described asbestos and asbestos-containing products to which plaintiff was exposed.

36. The PRODUCT DEFENDANTS, and each of them, knew the intended purpose of the asbestos and asbestos-containing products prior to marketing said products and knew or had reason to know that exposed persons, including plaintiff THOMAS H. TOY, SR., would be using asbestos containing products, during which dangerous levels of asbestos fiber would be released during the process of applying, installing and removing these products.

1           37. At all relevant times herein, the PRODUCT DEFENDANTS, their "alternate  
2 entities", and each of them impliedly warranted their asbestos and asbestos containing products  
3 to be safe for their intended and foreseeable uses. PRODUCT DEFENDANTS, and each of  
4 them, impliedly warranted that their asbestos and asbestos-containing products were of  
5 merchantable quality and safe, fit and proper for the uses which PRODUCT DEFENDANTS  
6 knew or intended were to be made of them at the time of marketing them.

7           38. At all relevant times herein, the PRODUCT DEFENDANTS, and each of them,  
8 placed said asbestos and asbestos-containing products on the market without any warning, or  
9 with an inadequate warning, and by so doing impliedly warranted that said products were of  
10 good and merchantable quality and fit for their intended purpose and use.

11           39. At all relevant times herein, "Exposed persons," including plaintiff THOMAS H.  
12 TOY, SR., did not know of the substantial danger and unreasonable risk of bodily harm as a  
13 result of using said asbestos and asbestos-containing products. Said risk and dangers were not  
14 readily recognizable by "exposed persons," including plaintiff.

15           40. Plaintiff THOMAS H. TOY, SR. reasonably relied on the skill, knowledge and  
16 judgment of PRODUCT DEFENDANTS, and each of them, in furnishing and supplying the  
17 asbestos-containing products described hereinabove.

18           41. The products were neither safe for their intended use nor of merchantable quality  
19 or fit for use as warranted by PRODUCT DEFENDANTS, and each of them, in that said products  
20 had dangerous propensities when put to the use for which each of these PRODUCT  
21 DEFENDANTS knew or intended they were marketed or sold, and would cause severe injury to  
22 users or bystanders, such as plaintiff THOMAS H. TOY, SR. PRODUCT DEFENDANTS, their  
23 "alternate entities," and each of them, knew, or should have known, that the aforementioned  
24  
25  
26  
27  
28



1 asbestos and products containing asbestos would be used for insulation and other purposes,  
2 would require sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out,"  
3 and other manipulation which would result in the release of airborne asbestos fibers, and that  
4 through such foreseeable use "exposed persons" would use or be in proximity to and exposed to  
5 said asbestos fibers.

6 42. The products were neither safe for their intended use nor of merchantable quality  
7 or fit for use as warranted by PRODUCT DEFENDANTS, and each of them, in that said products  
8 had dangerous propensities when put to the use for which each of these PRODUCT  
9 DEFENDANTS knew or intended they were marketed or sold and would cause severe injury to  
10 users or bystanders, such as Plaintiff THOMAS H. TOY, SR.

11 43. The PRODUCT DEFENDANTS, and each of them, breached the implied  
12 warranties of merchantability and fitness for an intended purpose by marketing asbestos and  
13 asbestos-containing products without a warning, or with an inadequate warning, which would  
14 advise Plaintiff THOMAS H. TOY, SR. and others working in close proximity to plaintiff that  
15 dangerous levels of asbestos fiber would be released during the process of applying, installing,  
16 removing and otherwise manipulating said products, and working around others doing such  
17 tasks.  
18

19 44. As a direct and proximate result of the breach of implied warranty of good and  
20 merchantable quality and/or fitness for the particular intended use, plaintiff THOMAS H. TOY,  
21 SR. developed mesothelioma, cancer and progressive lung disease as previously set forth.  
22 Plaintiffs were damaged as fully set forth herein, including those special damages herein alleged.  
23  
24  
25  
26  
27  
28

1           45.     The failure of the asbestos and asbestos-containing products to be suitable for the  
2 particular purpose was a substantial factor in causing the injuries to plaintiff THOMAS H. TOY,  
3 SR., as hereinabove described.

4           WHEREFORE, plaintiffs pray judgment against defendants, including PRODUCT  
5 DEFENDANTS, and each of them, as hereinafter set forth.

6  
7                           **THIRD CAUSE OF ACTION**

8                                   **STRICT LIABILITY**

9                                           **[AGAINST ALL PRODUCT DEFENDANTS]**

10           For a Third Cause of Action, Plaintiffs complain of PRODUCT DEFENDANTS, and  
11 each of them, and allege:

12           46.     Plaintiffs re-allege and incorporate herein by reference, as though fully set forth  
13 herein, each of the preceding paragraphs, above.

14           47.     At all relevant times herein, defendants, including PRODUCT DEFENDANTS,  
15 their "alternate entities", and each of them, researched, manufactured, fabricated, designed,  
16 tested or failed to test, labeled or failed to label, assembled, distributed, leased, bought, offered  
17 for sale, sold, inspected, serviced, installed, contracted for installation, repaired, marketed,  
18 warranted, rebranded, manufactured for others, packaged and advertised a certain substance, the  
19 generic name of which is asbestos, and other products containing asbestos, including those  
20 described in the preceding Paragraphs herein.  
21

22           48.     At all relevant times herein, the asbestos and asbestos-containing products which  
23 were mined, milled, manufactured, tested, developed, processed, imported, converted,  
24 compounded, assembled, fabricated, modified, designed, specified, approved, sold, supplied,  
25 distributed, delivered, packaged, labeled, advertised, marketed, warranted, applied, installed, and  
26  
27  
28

1 inspected by PRODUCT DEFENDANTS, and each of them, were defective due to the design,  
2 manufacture, sufficiency of or lack of warning, and/or failure to meet ordinary consumer  
3 expectations of safety when used in an intended or reasonably foreseeable manner. The design,  
4 manufacture and/or said defendants' failure to warn or give adequate warnings of the risk of  
5 developing an asbestos-related disease and risk of death from an asbestos-related disease  
6 resulting from use of the product, rendered the product unsafe for its intended or reasonably  
7 foreseeable use.

8         49. Said asbestos and products containing asbestos were defective and unsafe for  
9 their intended purpose in that the inhalation of asbestos fibers causes serious disease and/or  
10 death. The defect existed in the said asbestos and asbestos-containing products at the time they  
11 left the possession of defendants, their alternate entities, and each of them.

12         50. Defendants, their "alternate entities", and each of them, knew and intended that  
13 the above referenced asbestos and other products containing asbestos would be used by the  
14 purchaser or user without inspection for defects therein or in any of its component parts and  
15 without knowledge of the hazards involved in such use.

16         51. Defendants, their "alternate entities," and each of them, knew, or should have  
17 known, and intended that the aforementioned asbestos and products containing asbestos would  
18 be used for insulation purposes, would require sawing, chipping, hammering, scraping, sanding,  
19 breaking, removal, "rip-out," and other manipulation which would result in the release of  
20 airborne asbestos fibers, and that through such foreseeable use "exposed persons" would use or  
21 be in proximity to and exposed to said asbestos fibers.

22         A. PRODUCT DEFENDANTS, and each of them, knew that PRODUCT  
23 DEFENDANTS' asbestos-containing products would be used by plaintiff THOMAS H.  
24  
25  
26  
27  
28

1 TOY, SR. and anyone similarly situated in an industrial and construction setting without  
2 inspection for defects.

3 B. PRODUCT DEFENDANTS, and each of them, knew that, upon  
4 inhalation of asbestos from defendant's asbestos-containing products, such persons  
5 would, in time, develop irreversible conditions of pneumoconiosis, asbestosis or cancer,  
6 or all.

7 C. At the time PRODUCT DEFENDANTS, and each of them, placed such  
8 asbestos-containing products in to the stream of commerce, defendants and each of them  
9 knew or should have known of the risks and hazards associated with the use and/or  
10 exposure of its products.  
11

12 D. At the time PRODUCT DEFENDANTS, and each of them, placed such  
13 asbestos-containing products in to the stream of commerce, and subsequent thereto,  
14 PRODUCT DEFENDANTS, and each of them failed to warn or provided inadequate  
15 warnings to persons who used or would be exposed to its defective asbestos-containing  
16 products, including plaintiff THOMAS H. TOY, SR., of the dangers and hazards  
17 associated with its products.  
18

19 E. At the time PRODUCT DEFENDANTS, and each of them, placed such  
20 asbestos-containing products in to the stream of commerce, and subsequent thereto,  
21 PRODUCT DEFENDANTS, and each of them failed to provide instructions or provided  
22 inadequate instructions to persons who used its defective asbestos-containing products,  
23 or who would be exposed to said products, including plaintiff THOMAS H. TOY, SR.,  
24 of the dangers and hazards associated with its products.  
25  
26  
27  
28

1 F. PRODUCT DEFENDANTS, and each of them, prior to and at the time of  
 2 placing the aforementioned products in to the stream of commerce, including but not  
 3 limited to supplying said products to plaintiff THOMAS H. TOY, SR.'s employer or to  
 4 others who in turn sold to plaintiff's employers, and to other persons relevant herein,  
 5 knew that the asbestos which plaintiff and others around him were exposed to was  
 6 dangerous. The PRODUCT DEFENDANTS, and each of them, either did not warn or  
 7 insufficiently warned regarding the dangerous nature of said products and failed to place  
 8 a sufficient warning on the said product or package thereof regarding said dangerous  
 9 nature, despite knowing that said products would be used by plaintiff and others around  
 10 him who had no knowledge of the dangerous and hazardous nature thereof.  
 11

12 G. PRODUCT DEFENDANTS, their "alternate entities", and each of them,  
 13 further failed to adequately warn of the risks to which exposed persons, including  
 14 plaintiff THOMAS H. TOY, SR. and others similarly situated, were exposed.

15 52. The asbestos-containing products of the PRODUCT DEFENDANTS, and each  
 16 of them, were defective in that:

17 A. The products failed to perform as safely as an ordinary consumer would  
 18 expect in their intended or reasonably foreseeable use or manner of operation, or;  
 19

20 B. The products had inherent risks of danger that outweighed their benefits;  
 21 alternate and safer substitute products existed and the state-of-the-art required their use  
 22 given the seriousness of the potential danger, likelihood of its occurrence, feasibility,  
 23 cost, and adverse consequences to the product and to the consumer of a safer alternative  
 24 design.  
 25  
 26  
 27  
 28

1 C. *Failure to Warn:* PRODUCT DEFENDANTS, and each of them knew or  
2 reasonably should have known of the dangerous propensities of their products but  
3 nonetheless distributed and marketed their products with inadequate warning of its  
4 dangers.

5 D. Each of defendants' products reached plaintiff THOMAS H. TOY, SR.  
6 without substantial change in its condition.

7 53. The aforementioned products were used by plaintiff THOMAS H. TOY, SR. and  
8 those in close proximity to plaintiff in a foreseeable manner, and in the manner for which they  
9 were intended. "Exposed persons", including plaintiff THOMAS H. TOY, SR., did not know  
10 of the substantial danger of using said asbestos and asbestos-containing products. Said dangers  
11 were not readily recognizable by "exposed persons".  
12

13 54. Defendants' products were used in a manner reasonably foreseeable by  
14 defendants, which defendants intended or knew they would be used, or for which they marketed  
15 them or knew they were marketed to be used.

16 55. At all times mentioned herein, plaintiff THOMAS H. TOY, SR. was unaware of  
17 the dangerous nature of the aforementioned products.  
18

19 56. The asbestos and asbestos-containing products of PRODUCT DEFENDANTS,  
20 and each of them, did, in fact, cause personal injuries, including lung cancer and related lung  
21 disease to "exposed persons", including plaintiff THOMAS H. TOY, SR., while being used in a  
22 reasonably foreseeable manner, thereby rendering the same unsafe and dangerous for use and  
23 exposing such exposed persons, including plaintiff THOMAS H. TOY, SR., to asbestos.

24 57. The asbestos and asbestos-containing products of each of the PRODUCT  
25 DEFENDANTS was a substantial factor in contributing to, and in causing, injury to plaintiff  
26  
27  
28

1 THOMAS H. TOY, SR. as set forth herein. As a direct and legal result of the conduct of  
 2 PRODUCT DEFENDANTS, and each of them, plaintiff developed an asbestos-related disease,  
 3 mesothelioma, and related conditions and disabilities. Plaintiffs have incurred damages in  
 4 excess of \$50,000 in addition to the special damages alleged herein.

5 58. The conduct of the PRODUCT DEFENDANTS, and each of them, was  
 6 motivated by their financial interests. In this financial pursuit, PRODUCT DEFENDANTS  
 7 consciously disregarded the safety of users, and persons exposed to their products, and were  
 8 consciously willing to permit their products and premises to injure workers and others, including  
 9 plaintiff THOMAS H. TOY, SR. in order to maximize profits. Said defendants consciously  
 10 disregarded the well-publicized risks of asbestos exposure because to have kept consumers and  
 11 end users like plaintiff safe would have required said PRODUCT DEFENDANTS to make less  
 12 money or limit distribution of their products.

14 59. The conduct of PRODUCT DEFENDANTS, and each of them, as described  
 15 herein was and is willful, malicious, outrageous, and in conscious disregard and indifference to  
 16 the safety and health of workers and others exposed to asbestos, including plaintiff THOMAS  
 17 H. TOY, SR., and therefore Plaintiffs are entitled to an award of punitive damages.

19 **FOURTH CAUSE OF ACTION**

20 **NEGLIGENCE – CLUTCH & BRAKE**  
 21 **ASSEMBLIES, MECHANISMS & COMPONENTS**

22 **[AGAINST ALL EQUIPMENT DEFENDANTS]**

23 For a Fourth Cause of Action, Plaintiffs complain of EQUIPMENT DEFENDANTS, and  
 24 each of them, and allege:

25 60. Plaintiffs re-allege and incorporate herein by reference, as though fully set forth  
 26 herein, each of the preceding paragraphs, above.

61. Plaintiffs complaint of defendants **HONEYWELL INTERNATIONAL INC.**,  
 f/k/a **ALLIED-PRODUCTS LIABILITY SIGNAL, INC.**, sued as successor-in-interest to  
**BENDIX CORPORATION; BORGWARNER MORSE TEC LLC**, as successor-by- merger  
 to **BORG-WARNER CORPORATION; PARKER-HANNIFIN CORPORATION;**  
**PNEUMO ABEX, LLC**, successor-in-interest to **ABEX CORPORATION; STANDARD**  
**MOTOR PRODUCTS, INC.**, individually and as successor-in-interest to **EIS AUTOMOTIVE;**  
 and **THREE-HUNDRED-FIRST DOE (301)** through **FOUR-HUNDREDTH DOE (400)** (where  
 the **THREE-HUNDRED-FIFTY-FIRST DOE** through **FOUR-HUNDREDTH DOE** are the  
 officers, directors principals and managers of **THREE-HUNDRED-FIRST DOE** through  
**THREE-HUNDRED-FIFTIETH DOE**, inclusive, whom directed and ratified the conduct, acts  
 and omissions of the same) (hereinafter and throughout, collectively, "EQUIPMENT  
 DEFENDANTS").

62. At all times herein mentioned, each of the defendants, including **EQUIPMENT**  
**DEFENDANTS**, was the successor, successor-in-business, successor-in-product line or a  
 portion thereof, assign, predecessor, predecessor-in-business, predecessor-in-product line or a  
 portion thereof, parent, subsidiary, alter ego, agent and/or fiduciary wholly or partially owned  
 by, or the whole or partial owner of or member in an entity researching, studying, manufacturing,  
 fabricating, designing, labeling, assembling, distributing, leasing, buying, offering for sale,  
 selling, inspecting, servicing, installing, contracting for installation, repairing, marketing,  
 warranting, rebranding, manufacturing for others, packaging and advertising a certain substance,  
 the generic name of which is asbestos, and other products containing asbestos. Said entities shall  
 hereinafter collectively be called "alternate entities". Each of the herein named defendants are  
 liable for the tortious conduct of each successor, successor-in-business, successor-in-product line



1 or a portion thereof, assign, predecessor, predecessor-in-business, predecessor-in-product line or  
 2 a portion thereof, parent, subsidiary, whole or partial owner, or wholly or partially owned entity,  
 3 or entity that it was a member of, or funded, that researched, studied, manufactured, fabricated,  
 4 designed, labeled or failed to label, assembled, distributed, leased, bought, offered for sale, sold,  
 5 inspected, serviced, installed, contracted for installation, repaired, marketed, warranted,  
 6 rebranded, manufactured for others and advertised a certain substance, the generic name of  
 7 which is asbestos, and other products containing asbestos. The EQUIPMENT DEFENDANTS,  
 8 and each of them, are liable for the acts of each and every "alternate entity", and each of them,  
 9 in that there has been a virtual destruction of plaintiffs' remedy against each such "alternate  
 10 entity"; defendants, including EQUIPMENT DEFENDANTS, and each of them, have acquired  
 11 the assets, product line, or a portion thereof, of each such "alternate entity"; defendants,  
 12 including EQUIPMENT DEFENDANTS, and each of them, caused the destruction of plaintiffs'  
 13 remedy against each such "alternate entity"; each such defendant has the ability to assume the  
 14 risk spreading role of each such "alternate entity"; and that each such enjoys the goodwill  
 15 originally attached to each such "alternate entity".  
 16

17 63. At all times herein mentioned, defendants DOE 350 through DOE 400 were  
 18 Officers and Directors of named defendants herein as DOE 1 through DOE 249.  
 19

20 64. EQUIPMENT DEFENDANTS manufactured or supplied defective clutch  
 21 components and brake assemblies or mechanisms which were incorporated into various makes  
 22 and models of automobiles, trucks, busses and other vehicles designed, manufactured, sold,  
 23 supplied, marketed, distributed, specified and otherwise placed into the stream of commerce by  
 24 EQUIPMENT DEFENDANTS. Said clutch components and brake assemblies or mechanisms  
 25  
 26  
 27  
 28

1 were negligently designed, manufactured, sold, supplied, marketed, specified and placed into the  
2 stream of commerce in that:

3 A. The design of said clutch and brake assemblies and mechanisms  
4 incorporated the use of asbestos-containing clutch facings/plates and brake linings;

5 B. By the normal, foreseeable, intended and known operation of these  
6 EQUIPMENT DEFENDANTS' automobiles, trucks, busses and other vehicles and the  
7 necessary and integral clutch and brake assemblies and mechanisms thereof, the asbestos  
8 clutch and brake linings are ground, worn, pulverized, deteriorated, abraded, and  
9 otherwise disturbed during the regular and ordinary use of EQUIPMENT  
10 DEFENDANTS' automobiles, trucks, busses and other vehicles, thereby creating friable  
11 and respirable asbestos-laden dust, debris, fiber and particulate which was either trapped  
12 within the clutch and brake assemblies/mechanisms/enclosures of these automobiles,  
13 trucks, busses and other vehicles, and/or released directly into the enclosed cabs and  
14 control boxes of these EQUIPMENT DEFENDANTS' cranes, draw works and lifting  
15 mechanisms, wherein the operator of said cranes, draw works and lifting mechanisms  
16 sits;  
17

18 C. The design of said EQUIPMENT DEFENDANTS' automobiles, trucks,  
19 busses and other vehicles , including the clutch and brake assemblies/mechanisms  
20 thereof, and the continuous degeneration and destruction by the normal, intended,  
21 foreseeable, and known operation of the same, unavoidably required as a part of the  
22 normal operation, use and maintenance of said automobiles, trucks, busses and other  
23 vehicles that the asbestos clutch facings/components and brake linings therein needed to  
24 be and were removed and replaced;  
25  
26  
27  
28

1           D. Said EQUIPMENT DEFENDANTS effectively required, and often  
2 designated and specified, the use of asbestos-containing clutch facings/components and  
3 brake linings throughout the time period of at least 1940-1985, particularly given the  
4 absence – known to the EQUIPMENT DEFENDANTS - of non-asbestos alternatives  
5 available on the market; nonetheless, EQUIPMENT DEFENDANTS failed to alter or  
6 redesign their automobiles, trucks, busses and other vehicles , including the clutch and  
7 brake assemblies/mechanisms thereof, to avoid the necessary replacement of those  
8 internal asbestos-containing clutch and brake friction components;

9  
10           E. During the normal and necessary maintenance, inspection, repair and  
11 overhaul of EQUIPMENT DEFENDANTS' automobiles, trucks, busses and other  
12 vehicles and their clutch and brake assemblies/mechanisms thereof, asbestos-containing  
13 clutch components and brake linings were necessarily inspected, disturbed, removed,  
14 replaced and reinstalled, during which work asbestos-containing dust unavoidably was  
15 encountered, generated and released by EQUIPMENT DEFENDANTS' automobiles,  
16 trucks, busses and other vehicles because of the design of the clutch and brake assemblies  
17 and mechanisms thereof;

18  
19           F. EQUIPMENT DEFENDANTS knew or should have known that this  
20 asbestos-containing dust would be generated, created, released and encountered during  
21 the regular use and maintenance of the clutch and brake assemblies and mechanisms of  
22 their automobiles, trucks, busses and other vehicles and linings, and that such dust created  
23 an increased risk of asbestos disease for all users, consumers, or others who breathed said  
24 asbestos-containing dust, including bystanders to such work;

1           G.     The EQUIPMENT DEFENDANTS, and each of them, failed to warn  
2     and/or properly instruct users, consumers, or others, including bystanders to that work,  
3     of the asbestos-containing dust hazard which existed at the time of regular inspection,  
4     maintenance, repair and replacement of its automobiles, trucks, busses and other  
5     vehicles' clutch and brake assembly asbestos clutch and brake facings and linings. Such  
6     failure includes, but is not limited to:

- 7                   (1)    Failure to place prominent and adequate warnings or instructions  
8                            in and on the clutch and brake assemblies and mechanisms,  
9                            including any covers, panels, enclosures, assemblies, shoes, pads  
10                          and drums thereof;  
11  
12                   (2)    Failure to place any or adequate warnings or instructions in the  
13                            owners', technical and service manuals accompanying or provided  
14                            for said automobiles, trucks, busses and other vehicles; and  
15  
16                   (3)    Failure to provide any or adequate information regarding the  
17                            asbestos hazards associated with the regular use and maintenance  
18                            of the automobiles, trucks, busses and other vehicles and its  
19                            integral clutch and brake assemblies and mechanisms thereof.

20       65.     EQUIPMENT DEFENDANTS' automobiles, trucks, busses and other vehicles,  
21     including their integral clutch and brake assemblies and mechanisms thereof, as designed,  
22     manufactured, sold, supplied, marketed and placed into the stream of commerce by defendants  
23     failed to perform as safely as the ordinary consumer would expect, even though these products  
24     performed as designed.

1           66.     EQUIPMENT DEFENDANTS' automobiles, trucks, busses and other vehicles'  
2 use and design, including their integral clutch and brake assemblies and mechanisms and  
3 asbestos-containing necessary components thereof, both as original equipment and as  
4 replacement parts, created unreasonable inherent risks which outweighed the benefits of said use  
5 and/or design.

6           67.     The dangers inherent in EQUIPMENT DEFENDANTS' automobiles, trucks,  
7 busses and other vehicles' use and design, including their integral clutch and brake assemblies  
8 and mechanisms and asbestos-containing necessary components thereof, were unknown and  
9 unforeseeable to plaintiff and others around him performing this same work.  
10

11           68.     Plaintiff THOMAS H. TOY, SR. thereby was exposed to asbestos-containing  
12 dust, debris, fiber and particulate by EQUIPMENT DEFENDANTS, which was created,  
13 generated and released by the normal, foreseeable, intended, specified and known use of  
14 EQUIPMENT DEFENDANTS' automobiles, trucks, busses and other vehicles, including their  
15 integral clutch and brake assemblies and mechanisms and asbestos-containing necessary  
16 components thereof, which plaintiffs contend caused THOMAS H. TOY SR.'s mesothelioma  
17 and/or other asbestos-related lung disease/damage.  
18

19           69.     EQUIPMENT DEFENDANTS' negligence and defective products as described  
20 in this cause of action were a direct cause of plaintiff THOMAS H. TOY SR.'s injuries, and the  
21 injuries and damages thereby sustained by plaintiffs as a result, alleged herein.

22           70.     None of plaintiffs' claims hereinabove seek to impose liability on the  
23 EQUIPMENT DEFENDANTS for the products or actions of any third party that may have  
24 manufactured or supplied replacement asbestos clutch or brake linings, or components used in  
25 the hereinabove described EQUIPMENT DEFENDANTS' clutch and brake assemblies.  
26  
27  
28

1 WHEREFORE, Plaintiffs pray judgment against defendants, their "alternate entities,"  
2 and each of them, as hereinafter set forth.

3 **FIFTH CAUSE OF ACTION**

4 **STRICT LIABILITY – CLUTCH & BRAKE  
ASSEMBLIES, MECHANISMS & COMPONENTS**

5 **[AGAINST ALL EQUIPMENT DEFENDANTS]**

6 For a Fifth Cause of Action, Plaintiffs complain of EQUIPMENT DEFENDANTS, and  
7 each of them, and allege:

8 71. Plaintiffs re-allege and incorporate herein by reference, as though fully set forth  
9 herein, each of the preceding paragraphs, above.

10 72. EQUIPMENT DEFENDANTS' defective products as described in this cause of  
11 action did not perform as safely as an ordinary consumer would have expected at the time of  
12 plaintiff's use.

13 73. EQUIPMENT DEFENDANTS' defective products as described in this cause of  
14 action were used in a manner foreseeable by defendants.

15 74. The gravity of the potential harm resulting from the use of EQUIPMENT  
16 DEFENDANTS' defective products as described in this cause of action, and the likelihood such  
17 harm would occur, outweighed the cost of feasible alternative designs, including providing  
18 adequate warning of such potential harm, including asbestos-related disease.

19 75. EQUIPMENT DEFENDANTS' conduct and defective products as described in  
20 this cause of action were a direct cause of plaintiff THOMAS H. TOY, SR.'s injuries, and the  
21 injuries and damages thereby sustained by plaintiffs.

22 76. Nothing hereinabove claimed seeks to impose liability on the EQUIPMENT  
23 DEFENDANTS named in this cause of action for the products or actions of any third party that  
24  
25  
26  
27  
28

1 may have supplied replacement brake linings used in the hereinabove described brake  
2 assemblies.

3 WHEREFORE, plaintiff prays judgment against defendants, their "alternate entities,"  
4 and each of them, as hereinafter set forth.

5 **SIXTH CAUSE OF ACTION**

6 **FRAUD & CONCEALMENT**

7 For a Sixth Cause of Action, Plaintiffs complain of PRODUCT DEFENDANTS and  
8 EQUIPMENT DEFENDANTS, and each of them, and allege:

9 77. Plaintiffs re-allege and incorporate herein by reference, as though fully set forth  
10 herein, each of the preceding paragraphs, above.

11 78. Plaintiffs complain of all named defendants, identified above, as well as FOUR-  
12 HUNDRED-FIRST DOE through FIVE-HUNDREDTH DOE (where FOUR-HUNDRED-  
13 FIFTY-FIRST DOE through FIVE-HUNDREDTH DOE were the officers, directors, principals  
14 and managers of, whom directed and ratified the acts of, FOUR-HUNDRED-FIRST through  
15 FOUR-HUNDRED-FIFTIETH DOES, inclusive) (hereinafter, collectively, and throughout,  
16 "CONSPIRACY/FRAUD DEFENDANTS").

17 79. At all times pertinent hereto, the defendants, and each of them, owed plaintiff  
18 THOMAS H. TOY, SR. a duty, as provided for in Sections 1708 and 1710 of the Civil Code of  
19 the State of California, to abstain from injuring the person, property or rights of the plaintiff. In  
20 violation of that duty, the defendants, and each of them, did do the acts and omissions, when a  
21 duty to act was imposed, as set forth herein, thereby proximately causing injury to the plaintiff  
22 as is more fully set forth herein. Such acts and omissions consisted of acts falling within Section  
23 1710, and more specifically were suggestions of fact that were not true and which the defendants  
24  
25  
26  
27  
28

1 did not believe to be true, assertions of fact that which was not true, which the defendants had  
2 no reasonable ground for believing it to be true, and the suppression of facts when a duty existed  
3 to disclose it, all as more fully set forth herein, and the violation of which as to any one such  
4 item gave rise to a cause of action for violation of the rights of the plaintiff as provided for in the  
5 aforementioned code sections.

6 80. Since 1924, the defendants, and each of them, have known and have possessed  
7 the true facts consisting of medical and scientific data and other knowledge which clearly  
8 indicated that the materials and products referred to herein were and are hazardous to the health  
9 and safety of the plaintiff THOMAS H. TOY, SR., and others in plaintiff's position working in  
10 close proximity with such materials and have known of the dangerous propensities of other of  
11 the aforementioned materials and products prior to that time and with intent to deceive plaintiff,  
12 and others in his position and with intent that he and such others should be and remain ignorant  
13 of such facts and with intent to induce plaintiff and such others to alter his and their positions to  
14 his and their injury and/or risk and in order to gain advantages did do the following acts:  
15

16 A. Defendants, and each of them, did not label any of the aforementioned  
17 asbestos-containing materials and products as to the hazards of such materials and  
18 products to the health and safety of plaintiff THOMAS H. TOY, SR. and others in  
19 plaintiff's position working in close proximity with such materials until 1964, when  
20 certain of such materials were labeled by some, but not all, of the defendants herein,  
21 when the knowledge of such hazards was existing and known and readily available to  
22 defendants, and each of them since 1924. By not labeling such materials as to their said  
23 hazards, defendants, and each of them, caused to be suggested as a fact to plaintiff and  
24 plaintiff's employer that it was safe for plaintiff to work in close proximity to such  
25  
26  
27  
28



1 materials when in fact it was not true, and defendants did not believe it to be true;

2 B. Defendants, and each of them, suppressed information relating to the  
3 danger of use of the aforementioned materials by requesting the suppression of  
4 information to the plaintiff THOMAS H. TOY, SR. and the general public concerning  
5 the dangerous nature of the aforementioned materials to workers by not allowing such  
6 information to be disseminated in a manner which would give general notice to the public  
7 and knowledge of the hazardous nature thereof when defendants were bound to disclose  
8 such information;

9 C. Defendants, and each of them, sold the aforementioned products and  
10 materials to plaintiff THOMAS H. TOY, SR.'s employer and others without advising  
11 such employers and others of the dangers of use of such materials to persons working in  
12 close proximity thereto, when defendants knew of such dangers, as set forth herein, and,  
13 as set forth above, had a duty to disclose such dangers. Thereby, defendants caused to  
14 be positively asserted to plaintiff's employer of that which was not true and which  
15 defendants had no reasonable ground for believing it to be true, in a manner not warranted  
16 by the information possessed by said defendants, and each of them, of that which was  
17 and is not true, to wit, that it was safe for plaintiff to work in close proximity to such  
18 materials;

19 D. Defendants, and each of them, suppressed from everyone, including  
20 plaintiff THOMAS H. TOY, SR. and plaintiff's employer, and continue to suppress,  
21 medical and scientific data and knowledge of the accurate results of studies including,  
22 but not limited to, suppressing information contained in the unpublished Lanza report by  
23 participating in the influencing of A.J. Lanza to change his report, which altered version  
24  
25  
26  
27  
28

1 was published in *Public Health Reports*, Volume 50 at page 1 in 1935, when they were  
2 bound to disclose it unaltered, and by causing Asbestos Magazine, a widely disseminated  
3 trade journal, to omit any mention of the dangers of inhaling asbestos dust, thereby  
4 lessening the probability of notice of danger to those exposed to asbestos, and thereby  
5 caused plaintiff to be and remain ignorant thereof;

6 E. Defendants, and each of them, belonged to, participated in, and financially  
7 supported the Asbestos Textile Institute and other industry organizations which actively  
8 promoted the suppression of information of danger to users of the aforementioned  
9 products and materials for and on behalf of defendants, and each of them, thereby  
10 misleading plaintiff THOMAS H. TOY, SR. and plaintiff's employer to their prejudice  
11 through the suggestions and deceptions set forth above in this cause of action. The Dust  
12 Control Committee, which changed its name to the Air Hygiene Committee, of the  
13 Asbestos Textile Institute was specifically enjoined to study the subject of dust control;  
14 discussions in such committee were held many times of (i) the dangers inherent in  
15 asbestos and the dangers which arise from the lack of control of dust, and (ii) the  
16 suppression of such information from 1946 to a date unknown to plaintiff at this time;  
17

18 F. Commencing in 1930 with the study of mine and mill workers at the  
19 Thetford asbestos mined in Quebec, Canada, and the study of workers at Raybestos-  
20 Manhattan plants in Manheim and Charleston, South Carolina, defendants knew and  
21 possessed medical and scientific information of the connections between inhalation of  
22 asbestos fibers and asbestosis, which information was disseminated through the Asbestos  
23 Textile Institute and other industry organizations to all other defendants, and each of  
24 them, herein. Between 1942 and 1950 the defendants, and each of them, knew and  
25  
26  
27  
28

1 possessed medical and scientific information of the connection between inhalation of  
2 asbestos fibers and cancer, which information was disseminated through the Asbestos  
3 Textile Institute and other industry organizations to all other defendants herein. Thereby,  
4 defendants suggested as a fact that which is not true and disseminated other facts likely  
5 to mislead plaintiff THOMAS H. TOY, SR. and plaintiff's employer and which did  
6 mislead them for want of communication of true facts which consisted of the afore  
7 described medical and scientific data and other knowledge by not giving plaintiff or  
8 plaintiff's employer the true facts concerning such knowledge of danger, when  
9 defendants were bound to disclose it;

10  
11 G. Failed to warn plaintiff THOMAS H. TOY, SR. and plaintiff's employer  
12 of the nature of said materials, to wit: dangerous when breathed, causing pathological  
13 effects without noticeable trauma, when possessed with knowledge that such material  
14 was dangerous and a threat to the health of persons coming into contact therewith and  
15 under a duty to disclose it;

16  
17 H. Failed to provide plaintiff THOMAS H. TOY, SR. with information  
18 concerning adequate protective masks and devices for use with and application and  
19 installation of the products of the defendants, and each of them, when they knew that  
20 such protective measures were necessary, when they were under a duty to disclose such  
21 information, and if not advised as to use would result in injury to the plaintiff and others  
22 applying and installing such materials;

23 I. Concealed from plaintiff THOMAS H. TOY, SR. the true nature of the  
24 industrial exposure of plaintiff, the fact that they and each of them, knew that plaintiff  
25 and anyone similarly situated, upon inhalation of asbestos would, in time develop  
26  
27  
28

1 irreversible conditions of either pneumoconiosis, asbestosis or cancer, or all, and such  
2 person would immediately be in not good health, the fact that he had in fact been exposed  
3 to harmful materials and the fact that the materials to which he was exposed would cause  
4 pathological effects without noticeable trauma, when under a duty to and bound to  
5 disclosure it;

6 J. Failed to provide information to the public at large and buyers, users and  
7 physicians employed by plaintiff THOMAS H. TOY, SR. and plaintiff's employer for  
8 the purpose of conducting physical examinations of plaintiff and others working in  
9 contact with asbestos as to the true nature of the hazards of asbestos, in order for such  
10 physicians to diagnose, and treat workers coming into contact with asbestos, in that the  
11 materials to which plaintiff had been exposed would cause pathological effects without  
12 noticeable trauma, when under a duty to supply such information and such failure is  
13 likely to mislead for want of communication of such facts; and  
14

15 K. Defendants, and each of them, affirmatively misrepresented that asbestos-  
16 containing products were safe to use and handle, when they knew such statements were  
17 false when made, or made said false statements recklessly and without regard for whether  
18 the statements were true.  
19

20 81. Each of the foregoing acts, suggestions, assertions and forbearances to act when  
21 a duty to existed to act, the said defendants, and each of them, having such knowledge, knowing  
22 the plaintiff THOMAS H. TOY, SR. did not have such knowledge and would breathe such  
23 material innocently, was done falsely and fraudulently and with full intent to induce plaintiff to  
24 work in a dangerous environment and to cause plaintiff to remain unaware of the true facts, all  
25 in violation of Section 1710 of the Civil Code of the State of California.  
26  
27  
28

1           82. Plaintiff THOMAS H. TOY, SR. relied upon the said acts, suggestions, assertions  
2 and forbearances; had plaintiff known the true facts, he would not have continued to work in the  
3 said environment.

4           83. By reason of the aforesaid premises, plaintiff THOMAS H. TOY, SR. has been  
5 damaged in his health, strength and activity in addition to special damages hereinabove alleged.

6           84. Each of the said acts and forbearances to act were caused by false, fraudulent and  
7 malicious motives of the defendants, and each of them, and plaintiff THOMAS H. TOY, SR. is  
8 entitled to exemplary and punitive damages. The foregoing conduct of the defendants, and each  
9 of them, was done wantonly, willfully, oppressively and in conscious disregard of the safety of  
10 plaintiff herein, in that the defendants, and each of them, prior to and at the time of the sale of  
11 the aforementioned products to plaintiff's employers or to those entities that installed and/or  
12 handled the asbestos products to which plaintiff was exposed, knew that the foregoing materials  
13 released invisible, undetectable respirable asbestos fibers when installed or handled and that said  
14 fibers were extremely dangerous when inhaled. In addition to the unlawful conduct described  
15 above, the defendants, and each of them, either did not warn or insufficiently warned regarding  
16 the dangerous nature of said materials, nor placed a sufficient warning on the said material or  
17 package thereof regarding said dangerous nature, nor took any action to protect those persons  
18 who foreseeably would be exposed to said asbestos products, despite knowing that persons who  
19 had no knowledge of the dangerous and hazardous nature thereof, such as plaintiff, would be  
20 exposed to and inhale asbestos fibers, and plaintiff is entitled to punitive damages hereunder.  
21  
22

23           85. Plaintiff THOMAS H. TOY, SR. had no knowledge that the foregoing acts were  
24 actionable at law when they were committed and cannot be charged with knowledge or inquiry  
25 thereof.  
26  
27  
28

WHEREFORE, Plaintiffs pray judgment against defendants, their "alternate entities," and each of them, as hereinafter set forth.

### **SEVENTH CAUSE OF ACTION**

#### **CONSPIRACY TO DEFRAUD AND FAILURE TO WARN**

For a Seventh Cause of Action, Plaintiffs complain of CONSPIRACY/FRAUD DEFENDANTS, and each of them, and allege:

86. Plaintiffs re-allege and incorporate herein by reference, as though fully set forth herein, each of the preceding paragraphs, above.

87. At all times mentioned, the Defendants, including CONSPIRACY/FRAUD DEFENDANTS, and each of them, knowingly and willfully conspired and agreed among themselves to perpetrate upon plaintiff THOMAS H. TOY, SR. the acts complained of as set forth in the First through Seventh Causes of Action as incorporated herein.

88. Defendants, including CONSPIRACY/FRAUD DEFENDANTS, and each of them, did the acts and things herein alleged in Paragraph 93 of the Eighth Cause of Action, *supra*, incorporated by reference herein, in furtherance of the conspiracy and agreement as herein alleged and did further conspire to violate State and Federal laws and regulations, the exact nature and extent of which are unknown at this time, but known full well to Defendants, including CONSPIRACY/FRAUD DEFENDANTS, and each of them.

89. Each of the said acts and forbearances to act were caused by false, fraudulent and malicious motives of the Defendants, including CONSPIRACY/FRAUD DEFENDANTS, and each of them, and plaintiff THOMAS H. TOY, SR. is entitled to exemplary and punitive damages. The foregoing conduct of the Defendants, including CONSPIRACY/FRAUD DEFENDANTS, and each of them, was done wantonly, willfully, oppressively and in conscious

disregard of the safety of plaintiff herein, in that the Defendants, including CONSPIRACY/FRAUD DEFENDANTS, and each of them, prior to and at the time of the sale of the aforementioned products to plaintiff's employers or to those entities that installed and/or handled the asbestos products to which plaintiff was exposed, knew that the foregoing materials released invisible, undetectable respirable asbestos fibers when installed or handled and that said fibers were extremely dangerous when inhaled. In addition to the unlawful conduct described above, the Defendants, including CONSPIRACY/FRAUD DEFENDANTS, and each of them, either did not warn or insufficiently warned regarding the dangerous nature of said materials, nor placed a sufficient warning on the said material or package thereof regarding said dangerous nature, nor took any action to protect those persons who foreseeably would be exposed to said asbestos products, despite knowing that persons who had no knowledge of the dangerous and hazardous nature thereof, such as plaintiff, would be exposed to and inhale asbestos fibers, and plaintiff is entitled to punitive damages hereunder.

90. By reason of the aforesaid acts of Defendants, including CONSPIRACY/FRAUD DEFENDANTS, and each of them, plaintiff THOMAS H. TOY, SR. has suffered damages to his health, strength and activity.

WHEREFORE, Plaintiffs pray judgment against defendants, their "alternate entities," and each of them, as hereinafter set forth.

#### **EIGHTH CAUSE OF ACTION**

#### **LOSS OF CONSORTIUM**

For an Eighth Cause of Action, Plaintiffs complain of all defendants, and each of them, and allege:

1           91.     Plaintiffs re-allege and incorporate herein by reference, as though fully set forth  
2 herein, each of the preceding paragraphs, above.

3           92.     Plaintiffs THOMAS H. TOY, SR. and AGNES TOY are husband and wife and  
4 were so at the time of plaintiff THOMAS H. TOY, SR.'s injury.

5           93.     Plaintiff THOMAS H. TOY, SR. sustained injuries as alleged. Prior to the  
6 aforesaid injuries, plaintiff was able to and did perform duties as a spouse. Subsequent to the  
7 injuries, and as a proximate result thereof, plaintiff THOMAS H. TOY, SR. has been unable to  
8 perform the necessary duties as a spouse and the work and services usually performed in the  
9 care, maintenance and management of the family home, and he will be unable to perform such  
10 work, services and duties in the future. As a proximate result thereof, AGNES TOY has been  
11 permanently deprived and will be deprived of the consortium of her spouse, including the  
12 performance of duties, all to her damages in an amount presently unknown but which will be  
13 proved at the time of trial.

14  
15           94.     As a direct and proximate result of the acts of Defendants, their "alternate  
16 entities", and each of them, and the severe injuries caused thereby to plaintiff THOMAS H. TOY,  
17 SR. as set forth in this complaint, Plaintiff AGNES TOY has suffered, and for a long period of  
18 time will continue to suffer, loss of consortium, including, but not limited, loss of services,  
19 marital relations, society, comfort, companionship, love and affection of said spouse, and has  
20 suffered severe mental and emotional distress and general nervousness as a result thereof.

21  
22           WHEREFORE, Plaintiffs pray judgment against defendants, their "alternate entities,"  
23 and each of them, as hereinafter set forth.

24     ///



**PRAYER FOR RELIEF**

**ALL DEFENDANTS – FIRST THROUGH EIGHTH CAUSES OF ACTION**

WHEREFORE, Plaintiffs pray judgment against all defendants, their "alternate entities", and each of them, as follows:

1. General damages in an amount in excess of \$50,000.00 in accordance with proof;
2. Loss of income, wages and earning potential according to proof;
3. Medical and related expenses according to proof;
4. Damages for fraud and conspiracy in an amount in excess of \$50,000.00 in accordance with proof;
5. Punitive and exemplary damages in an amount found appropriate by the trier of fact in accordance with the proof;
6. Special damages in accordance with proof;
7. Prejudgment interest and post-judgment interest in accordance with law;
8. Costs of suit; and
9. Such other and further relief as the Court deems just and proper, including costs as provided in C.C.P. §998, C.C.P. §1032 and related provisions of law.

DATED: December 14, 2018

DEAN OMAR & BRANHAM, LLP



BENJAMIN H. ADAMS, ESQ.

Attorneys for Plaintiffs

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jessica M. Dean (CSB 260598) / Benjamin H. Adams (CSB 272909) Dean Omar & Branham, LLP 302 N. Market St., Suite 300, Dallas, TX 75202 TELEPHONE NO.: 214-722-5990 FAX NO.: 214-722-5991 ATTORNEY FOR (Name): Thomas H. Toy Sr. and Agnes Toy		FOR COURT USE ONLY  <b>ENDORSED FILED ALAMEDA COUNTY</b>  DEC 14 2018  <b>SUE PESKO</b>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>ALAMEDA</b> STREET ADDRESS: 1221 Oak Street MAILING ADDRESS: CITY AND ZIP CODE: Oakland, CA 94612 BRANCH NAME: Asbestos - Department 17		
CASE NAME: <b>TOY v. HONEYWELL INTERNATIONAL INC., etc., et al.</b>		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000)	<input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	
<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: <b>RG18932350</b>  JUDGE:  DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input checked="" type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <input checked="" type="checkbox"/> Large number of separately represented parties<br>b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | d. <input checked="" type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court<br>f. <input checked="" type="checkbox"/> Substantial postjudgment judicial supervision |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify):
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: December 14, 2018

Benjamin H. Adams

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

## F. ADDENDUM TO CIVIL CASE COVER SHEET

<b>Short Title:</b> TOY v. HONEYWELL INTERNATIONAL, INC., etc., et al.	<b>Case Number:</b>
---------------------------------------------------------------------------	---------------------

## CIVIL CASE COVER SHEET ADDENDUM

THIS FORM IS REQUIRED IN ALL NEW <u>UNLIMITED</u> CIVIL CASE FILINGS IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA			
<input checked="" type="checkbox"/> Oakland, Rene C. Davidson Alameda County Courthouse (446)		<input type="checkbox"/> Hayward Hall of Justice (447) <input type="checkbox"/> Pleasanton, Gale-Schenone Hall of Justice (448)	
Civil Case Cover Sheet Category	Civil Case Cover Sheet Case Type	Alameda County Case Type (check only one)	
Auto Tort	Auto tort (22)	<input type="checkbox"/> 34 Auto tort (G) Is this an uninsured motorist case? <input type="checkbox"/> yes <input type="checkbox"/> no	
Other PI /PD / WD Tort	Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD tort (23)	<input checked="" type="checkbox"/> 75 Asbestos (D) <input type="checkbox"/> 89 Product liability ( <u>not</u> asbestos or toxic tort/environmental) (G) <input type="checkbox"/> 97 Medical malpractice (G) <input type="checkbox"/> 33 Other PI/PD/WD tort (G)	
Non - PI /PD / WD Tort	Bus tort / unfair bus. practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)	<input type="checkbox"/> 79 Bus tort / unfair bus. practice (G) <input type="checkbox"/> 80 Civil rights (G) <input type="checkbox"/> 84 Defamation (G) <input type="checkbox"/> 24 Fraud (G) <input type="checkbox"/> 87 Intellectual property (G) <input type="checkbox"/> 59 Professional negligence - non-medical (G) <input type="checkbox"/> 03 Other non-PI/PD/WD tort (G)	
Employment	Wrongful termination (36) Other employment (15)	<input type="checkbox"/> 38 Wrongful termination (G) <input type="checkbox"/> 85 Other employment (G) <input type="checkbox"/> 53 Labor comm award confirmation <input type="checkbox"/> 54 Notice of appeal - L.C.A.	
Contract	Breach contract / Wrnty (06) Collections (09) Insurance coverage (18) Other contract (37)	<input type="checkbox"/> 04 Breach contract / Wrnty (G) <input type="checkbox"/> 81 Collections (G) <input type="checkbox"/> 86 Ins. coverage - non-complex (G) <input type="checkbox"/> 98 Other contract (G)	
Real Property	Eminent domain / Inv Cdm (14) Wrongful eviction (33) Other real property (26)	<input type="checkbox"/> 18 Eminent domain / Inv Cdm (G) <input type="checkbox"/> 17 Wrongful eviction (G) <input type="checkbox"/> 36 Other real property (G)	
Unlawful Detainer	Commercial (31) Residential (32) Drugs (38)	<input type="checkbox"/> 94 Unlawful Detainer - commercial <input type="checkbox"/> 47 Unlawful Detainer - residential <input type="checkbox"/> 21 Unlawful detainer - drugs Is the deft. in possession of the property? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Judicial Review	Asset forfeiture (05) Petition re: arbitration award (11) Writ of Mandate (02) Other judicial review (39)	<input type="checkbox"/> 41 Asset forfeiture <input type="checkbox"/> 62 Pet. re: arbitration award <input type="checkbox"/> 49 Writ of mandate Is this a CEQA action (Publ.Res.Code section 21000 et seq) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 64 Other judicial review	
Provisionally Complex	Antitrust / Trade regulation (03) Construction defect (10) Claims involving mass tort (40) Securities litigation (28) Toxic tort / Environmental (30) Ins covrg from cmplx case type (41)	<input type="checkbox"/> 77 Antitrust / Trade regulation <input type="checkbox"/> 82 Construction defect <input type="checkbox"/> 78 Claims involving mass tort <input type="checkbox"/> 91 Securities litigation <input type="checkbox"/> 93 Toxic tort / Environmental <input type="checkbox"/> 95 Ins covrg from complex case type	
Enforcement of Judgment	Enforcement of judgment (20)	<input type="checkbox"/> 19 Enforcement of judgment <input type="checkbox"/> 08 Confession of judgment	
Misc Complaint	RICO (27) Partnership / Corp. governance (21) Other complaint (42)	<input type="checkbox"/> 90 RICO (G) <input type="checkbox"/> 88 Partnership / Corp. governance (G) <input type="checkbox"/> 68 All other complaints (G)	
Misc. Civil Petition	Other petition (43)	<input type="checkbox"/> 06 Change of name <input type="checkbox"/> 69 Other petition	